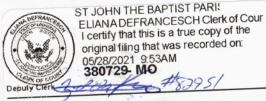




1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
GSA CONSUTLING ENGINEERS, INC.
FOR
WOODLAND REGIONAL PUMP STATION DESIGN SERVICES

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Woodland Regional Pump Station Design Services with GSA Consulting Engineers, Inc., at the May 11, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the Woodland Regional Pump Station Design Services.

SCOPE OF SERVICES

The services to be performed by **ENGINEER** for **PARISH** under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A**: **Statement of Work**.

TERM OF AGREEMENT

This Agreement shall begin on the date of the executed notice to proceed and terminate three (3) years thereafter.

AMENDMENT

This Agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this Agreement may be extended for one (1) additional two (2) year term, by written Agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **ENGINEER** in accordance with its fee schedule listed in **Exhibit B**: **Pricing Schedule**.

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

INSURANCE

ENGINEER shall meet or exceed the **PARISH**'s Insurance Requirements as listed in **Exhibit C**: **Insurance Requirements**.

MONITORING PLAN

This Agreement shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **ENGINEER** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

TAXES

ENGINEER hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **ENGINEER**'s obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this Agreement for cause based upon the failure of the **ENGINEER** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **ENGINEER** written notice specifying the **ENGINEER**'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **ENGINEER** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **ENGINEER** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **ENGINEER** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **ENGINEER**, and **PARISH** may withhold any payments to the **ENGINEER** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **ENGINEER** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the **ENGINEER** of its intent to terminate this Agreement. The **ENGINEER** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to ENGINEER by PARISH shall remain the property of PARISH, and shall be returned by ENGINEER to PARISH, at ENGINEER's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by ENGINEER in connection with the performance of the services in which contract fees have been paid for herein shall become the property of PARISH, and shall, upon request, be returned by ENGINEER to PARISH, at ENGINEER's expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

ENGINEER shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **ENGINEER** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this Agreement.

TERMS

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

NOTICE TO PROCEED

The **DIRECTOR** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

INDEMNITY

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **ENGINEER**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **ENGINEER** is entering into this Agreement in the capacity of an independent **ENGINEER**. While in the performance of services or carrying out other obligations under this Agreement, the **ENGINEER** shall be acting in the capacity of independent **ENGINEERS** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **ENGINEER** or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement being for the personal services of the **ENGINEER**, shall not be assigned or subcontracted in whole or in part by the **ENGINEER** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Engineer:	
ATTN: Jaclyn Hotard	GSA Consulting Engineers, Inc.	
St. John the Baptist Parish	Attn: Glenn G. Shaheen, P.E.	
1811 W. Airline Hwy.	1022 S. Purpera Ave.	
LaPlace, Louisiana 70068	Gonzales, LA 70737	

DISCRIMINATION CLAUSE

The **ENGINEER** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:	PARISH:
	ST. JOHN THE BAPTIST PARISH
× 2-	Jackyelles
SIGNATURE	By: Jaclyn Hotard
	Parish President
Deshanda Firmin PRINT NAME	
WITNESS:	ENGINEER:
\bigcap	GSA Consulting Engineers, Inc.
Sanistals	GlundSllun
SIGNATURE	By: Glenn G. Shaheen, P.E.
	President
Janis Bates	
_ Juns realts	

PRINT NAME

Exhibit A Statement of Work

SERVICES

The **ENGINEER** shall provide all services listed in the statement of work and supplemental services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement, including attendance by the **ENGINEER** at project meetings.

PROJECT DESCRIPTION

The existing Woodland Wastewater Treatment Plant (WWTP) is twenty-five years old and past its useful life. To maintain compliance with the National Pollutant Discharge Elimination System Permit limits, the WWTP needs to be replaced or its flows redirected to a wastewater treatment facility with the capacity to treat the wastewater. St. John the Baptist Parish has chosen to convert the WWTP site to a pump station and redirect the flow to River Rd. WWTP that has the capacity to accept this flow.

TASK 1 – DETAILED TOPOGRAPHIC SURVEY PHASE:

- 1. Coordinate and conduct a detailed topographic survey of the proposed Woodland Regional Pump Station site that can be used to develop engineering design plans and specifications for the project.
- 2. Plot information obtained from survey on proper plan.

TASK 2 – GEOTECHNICAL INVESTIGATION PHASE:

- Coordinate and conduct a detailed geotechnical investigation of the proposed Woodland Regional Pump Station site that can be used to develop engineering design plans and specifications for the project.
- Obtain geotechnical engineering report of the findings of the geotechnical investigation for use in developing engineering design plans and specifications for the project.

TASK 3 – PRELIMINARY DESIGN PHASE:

- Prepare preliminary engineering plans which demonstrate the concept and layout.
- Preliminary submittal shall be a 65% submittal.
- 3. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
- 4. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
- 5. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
- 6. Comments from the technical review meeting will be incorporated into the final

design phase.

TASK 4 – FINAL DESIGN PHASE:

- 1. Prepare final plans and specifications and opinion of probable construction cost.
- 2. Submittals will include a 95% and 100% submittal.
- 3. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
- 4. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
- 5. Comments from the technical review meeting will be incorporated into the 100% final design.
- 6. The 100% final design submittal will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

Exhibit B PRICE SCHEDULE

For each task in **Exhibit A** and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the Director of Utilities.

For the services outlined in Exhibit A, the PARISH shall pay the ENGINEER as follows:

Tasks 3 and 4:

Compensation for Services – for work associated with the statement of work of this project the estimated fee shall be based on the construction cost estimate of the project and in accordance with **PARISH Ordinance 05-16**. Fees for the detailed topographic survey and geotechnical investigation are based on a price proposal provided by the surveyor and geotechnical **ENGINEER** with a 10% subconsultant management fee added to the proposed prices.

Actual fees for design, of the project (Task 3 and 4) shall be originally based on said fee curve and adjusted based on the actual bid price received for the project to be presented in the form of an amendment for approval by the **PARISH** upon completion of bidding the project.

Construction Cost Estimate: \$930,787.00

Supplemental Services Fee Breakdown

Task 1 Detailed Site Survey Phase\$5,775.00 (NTE, actual x 1.1)Task 2 Geotechnical Investigation Phase\$6,600.00 (NTE, actual x 1.1)

Basic Engineering Services Fee Breakdown

Task 3 Preliminary Design Phase (25% of Statement of Work) \$19,011.50 (Lump Sum)
Task 4 Final Design Phase (45% of Statement of Work) \$34,220.50 (Lump Sum)
Total Basic Engineering Services Design Fee Ordinance 05-16 (8.17%):\$53,232.00 (Lump Sum)*

Total Professional Services Fee from Tasks 1 through 4: \$65,607.00

*This project is funded by a FY18 EPA Lake Pontchartrain Basin Restoration Program Grant. The grant funds the project through completion of design and therefore the above fees represent payment for completion of the design. An amendment for bidding, construction administration and record drawings will be required for the remaining basic engineering services required during construction.

PAYMENTS

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR'S** approval.

FUNDS

Payment to the **ENGINEER** under this contract shall be contingent upon availability of funds as identified in the Council approval authorizing the contract terms.

GSA Consulting Engineers, Inc. Woodland Regional Pump Station Design Services

EXHIBIT C Insurance Requirements

ENGINEER shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **ENGINEER** may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) <u>Statutory Workman's Compensation</u> covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **ENGINEER** in connection with this Agreement.

The limits for "A" above shall be not less than:

- 1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
- 2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
- 3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 4. No excluded classes of personnel or employees shall be allowed on Council's premises.
- B) <u>Commercial General Liability, including:</u>
 - 1. Contractual liability assumed by this Agreement.
 - 2. Owner's and **ENGINEER's** Protective Liability (if **ENGINEER** is a General **ENGINEER**).
 - 3. Personal and advertising liability.
 - 4. Completed operations.
 - Medical Payments.

The limits for "B" above shall not be less than:

- 1. \$1,000,000 each occurrence limit.
- 2. \$2,000,000 general aggregate limits other than products completed operations.
- 3. \$1,000,000 personal and advertising injury limit.
- 4. \$1,000,000 products/completed operations aggregate limit.
- 5. \$50,000 fire damage limit.
- 6. \$5,000 medical expense limit (desirable but not mandatory).
- 7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
- 8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.
- C) <u>Comprehensive Automobile Liability</u> covering all owned, hired and other non-owned vehicles of the **ENGINEER**.

The limits for "C" above shall not be less than:

- 1. \$1,000,000 CSL
- 2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.
- D) <u>Professional Liability</u> with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **ENGINEER** shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State **ENGINEER**'s License should be furnished. W-9 Form is to be furnished prior to work being issued.

ATTACHMENT A STANDARD HOURLY RATES SCHEDULE

A. STANDARD HOURLY RATES

- 1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to **ENGINEER**.
 - 3. The Standard Hourly Rates apply only as specified in Supplementary Services (NTE services) of the Agreement.

B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

C	ategory	Billing Rate
	Principal Engineer	\$220.00
	Engineering Manager	\$213.00
	Sr. Project Manager	\$175.00
	Project Engineer	\$154.00
	Engineer	\$125.00
	Engineer Intern II	\$108.00
	Engineer Intern I	\$103.00
	Engineering Technician	\$93.00
	Construction Manager	\$95.00
	Senior Resident Project Representative	\$93.00
	Resident Project Representative	\$86.00
	Project Management Assistant	\$72.00
	Design/Tech CAD Supervisor	\$108.00
	Sr. Design Technician	\$102.00
	Design Technician	\$93.00
	Jr. Design Technician	\$82.00
,	VP Administrative/Safety/Notary	\$98.00
	Financial Assistant	\$72.00
	Senior Administrative Assistant	\$67.00
	Administrative Assistant	\$62.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this Agreement.

ATTACHMENT B PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST (DATED 2/4/2021)

WOODLAND REGIONAL PUMP STATION

NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	WOODLAND REGIONAL PUMP STATION (INCLUDES PUMPS, GENERATOR, ELECTRICAL, FIBERGLASS BUILDING, SITE WORK, ETC.)	\$650,000.00	\$650,000.00
2	3,872	SPECTRASHIELD COATING (FOR WOODLAND REGIONAL PS)	\$10.50	\$40,656.00
3	1	ELECTRICAL FEED MODIFICATIONS	\$40,000.00	\$40,000.00
4	1	CONVERSION OF EXISTING PUMP STATION INTO MANHOLE FOR REGIONAL PUMP STATION (INCLUDES 18" SANITARY SEWER LINE FROM EXISTING PS TO WOODLAND REGIONAL PS)	\$25,000.00	\$25,000.00
5	1	BYPASS PUMPING (FOR NEW LIFT STATION AT PLANT – INCLUDES FUEL, PIPING & PUMP RENTAL)	\$20,000.00	\$20,000.00
		CONSTRUCTION CONTIN	ON SUBTOTAL	\$775,656.00 \$155,131.00
		*TOTAL CONSTRUCTION CO		\$930,787.00

^{*}The Engineer has made all reasonable efforts to offer a preliminary opinion of probable construction cost without having an actual preliminary design; this includes review of past bid prices, recent bid tabs, discussions with suppliers, and past experiences. The **ENGINEER** does not portend to know what bid prices will be at the time of bidding for this project, since construction bid pricing can be affected by **ENGINEER** work load, gasoline prices, manufacturing costs, shipping costs, equipment rental prices, general interest in project, unforeseen utility conflicts, length of contract time, natural disasters, etc. The **ENGINEER** accepts no liability or responsibility for the possible variations in pricing for the aforementioned reasons.

RESOLUTION

BE IT RESOLVED by the Board of Directors of <u>GSA Consulting Engineers, Inc.</u>, a corporation organized and existing under the laws of the State of <u>Louisiana</u>, and domiciled in the City of <u>Gonzales</u>, that <u>Glenn G. Shaheen, P.E.</u> President of the Corporation be, and is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services by and between Saint John the Baptist, an agency, herein referred to as Parish.

CERTIFICATE

I, <u>Glenda D. Shaheen</u>, Secretary of <u>GSA Consulting Engineers</u>, <u>Inc.</u> do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the <u>13</u> day of <u>November</u>, <u>2020</u>; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13 day of November, 2020.

ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

RESOLUTION R21-65

Councilman <u>Becnel proposed</u> and Councilman <u>Madere</u> seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GSA CONSULTING ENINGEERS, INC. FOR THE WOODLAND REGIONAL PUMP STATION DESIGN SERVICES

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, GSA Consulting Engineers, Inc. of Gonzales, LA has been selected for design services for the Woodland Regional Pump Station; and

WHEREAS, the existing Woodland Wastewater Treatment Plant (WWTP) is twenty-five years old and past its useful life; and

WHEREAS, to maintain compliance with the National Pollutant Discharge Elimination System Permit, the WWTP needs to be re-constructed, or wastewater needs to be re-directed to a Wastewater Treatment Facility with the capacity for treatment; and

WHEREAS, St. John the Baptist Parish has chosen to convert the WWTP site to a pump station and redirect wastewater to the River Road Wastewater Treatment Plant which has excess treatment capacity; and

WHEREAS, the cost of the Design Services is approximately \$65,607 and is funded through an EPA Lake Pontchartrain Basin Restoration Program Grant and the Utilities Department Budget.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and GSA Consulting Engineers, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Malik, Torres, Houston, Becnel, Arcuri, Duhe-Griffin, Schnyder, Wright

NAYS: None ABSTAIN: None ABSENT: None And, the resolution was declared adopted on this, the 11th day of May 2021.

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 11th day of May 2021.

Signed at Laplace, Louisiana this ______ day of _______ 202

Jackie Landeche Secretary